

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
UCB, S.A.	10/28/2011
RECEIVING PARTY DATA	
Name:	Millennium Pharmaceuticals, Inc.
Street Address:	40 Landsdowne Street
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	02139
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7674768
CORRESPONDENCE DATA	
Fax Number:	(269)337-7809
Phone:	2693377808
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Andrew Chipouras
Address Line 1:	350 East Michigan Ave
Address Line 2:	Suite 300
Address Line 4:	Kalamazoo, MICHIGAN 49007
ATTORNEY DOCKET NUMBER:	223266/123367
NAME OF SUBMITTER:	Thomas A. Wootton
Total Attachments: 4 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif	

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PATENT
REEL: 027216 FRAME: 0355

ASSIGNMENT OF RIGHTS

This Assignment of patent rights (herein "Assignment") is made by UCB S.A. ("Assignor") a Belgian corporation, with offices at Chemin du Foriest, b-1420 Braine-l'Alleud, Belgium to Millennium Pharmaceuticals, Inc., ("Assignee"), a company organized under the laws of Delaware, having an office at 40 Landsdowne Street, Cambridge, Massachusetts, 02139 USA. Each may be referred to in this Assignment as a "Party" and collectively as the "Parties."

1

BACKGROUND

NOW, THEREFORE, in consideration provided by this Assignment and from previous collaborations between Assignor and Assignee, and because of any other good and valuable consideration received, the receipt and sufficiency of which are acknowledged, the Assignor agrees as follows:

2

DEFINITIONS

2.1

The Subject Matter of this Assignment shall be any and all Intellectual Property described or claimed in the patents and patent applications listed in Appendix A, and any continuation or divisional applications in any country of the World where filed and as further described in Section 3.1 of this Assignment, below.

3

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

3.1

Assignor hereby expressly assigns and do sell or have sold, transferred and set over to Assignee, the entire right, title and interest in said patents and applications and their described inventions or improvements and any and all related continuations, divisionals and renewals of and substitutes for said patents and applications listed in Appendix A, and under any and all Letters Patent which may be or has been granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, including the full right to sue for and collect damages for past violations of provisional or nonprovisional rights having arisen from any publication of said application, patent or any continuations, divisions, or renewals of or substitutes for said applications or patents. Assignor further assigns to and authorizes said Assignee, to file for, and or accept grant of, Letters Patent in all countries, the same to be held and enjoyed by Assignee, its successors, assigns, nominees or legal representatives to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by either or both parties had this assignment, sale and transfer not been made.

3.2

Assignor hereby assigns, executes, and delivers, any and all assignments, applications, or other instruments, and takes any acts that Assignee deems necessary or advisable, including executing this Assignment in order to immediately and permanently transfer any and all rights in the Subject Matter of this Assignment to Assignee.

3.3

Assignor authorizes and requests the Commissioner of Patent and Trademark of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said Assignee, as assignee of the entire right, title and

interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

3.4 Assignor acknowledges that the compensation provided for in this Assignment includes compensation previously received under various agreements.

3.5 Assignor shall cooperate with, make itself and its employees available to, and provide to Assignee any such executed documents in order to facilitate the assignment of any and all Intellectual Property rights that are the Subject Matter of this Assignment, to Assignee.

4 WARRANTIES AND REPRESENTATIONS

4.1 Assignor represents and warrants that (a) it is a legal entity duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or organization; (b) it has the power and authority to enter into and perform its obligations under this Assignment; (c) it has received all court (including bankruptcy court) approvals or authorizations that may be required to make this Assignment binding upon and enforceable against such Party, and; (d) entering into this Assignment does not violate any agreement or obligation existing between such Party and any third party.

4.2 Assignor covenants they have full right to convey the entire interest herein assigned, and they have not executed and will not execute any agreement in conflict herewith, and they further covenant and agree that each time a request is made; they will and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said applications and said Letters Patent to said Assignee, its successors, assigns, nominees, or legal representatives, and agrees to communicate to said Assignee or to its nominee all known facts respecting said inventions or improvements, said applications and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said Assignee, its successors, assigns, nominees, and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries.

5 TERM, TERMINATION and MISCELLANEOUS

5.1 This Assignment shall continue until the last to expire of any patent listed in Appendix A and described in this document, and any related rights including patent term adjustments and extensions as permitted by law and any related rights including those in Section 3.1, above.

5.2 If an ambiguity or question of intent or interpretation arises, this Assignment shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any provisions of this Assignment.

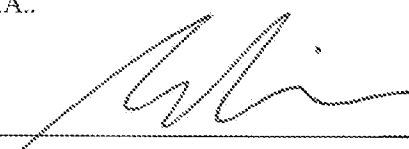
5.3 Assignor acknowledges they have been advised or had the opportunity to be advised by their own independently selected counsel and other advisors in connection with this Assignment and they enter into this Assignment solely on the basis of that advice and on the basis of their own independent investigation of all of the facts, laws, and circumstances material to this Assignment, and not in any

manner or to any degree based upon any statement or omission by the other Party or its counsel. Each Party has entered into the same freely and without duress after having consulted with attorneys, accountants, and other advisors of their choice.

5.4 This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original of this Assignment.

IN WITNESS WHEREOF, this Assignment is signed by its duly authorized officer or representative on the dates indicated below.

Assignor, UCB S.A..

By:  (signature)

Name: Allen NORRIS (printed)

Title: Proxy and legal representative

Date: October 28, 2011

Appendix A					
Country	Application No.	Filed Date	Patent No.	Issue Date	Status
AL	EP 05735068.8	4/8/2005	AL/P/09/3159	6/17/2009	ISSUED
AT	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
AU	2005233603	4/8/2005			PENDING
BA	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
BE	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
BG	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
CA	2,562,157	4/8/2005			PENDING
CH	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
CN	200580010752.5	4/8/2005	ZL200580010752.5	5/12/2010	ISSUED
CY	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
CZ	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
DE	DE 602005014956.2-08	4/8/2005	1,735,345	6/17/2009	ISSUED
DK	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
EE	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
EP	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
EP DIV	09075233.8	5/18/2009			PUBLISHED
ES	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
FI	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
FR	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
GB	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
GR	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
HK	07105387.3	4/8/2005	HK1099313	1/29/2010	ISSUED
HR	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
HU	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
IE	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
IN	2563/KOLNP/2006	4/8/2005			PENDING
IS	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
IT	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
JP	2007-507520	4/8/2005			PENDING
KR	10-2006-7020842	4/8/2005			PENDING
LT	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
LU	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
LV	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
MC	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
ME	EP 05735068.8	4/8/2005	P-347/09	6/17/2009	ISSUED
MK	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
MX	PA/a/2006/011904	4/8/2005	268564	7/22/2009	ISSUED
NL	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
PL	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
PT	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
RO	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
RS	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
SE	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
SG	200606169-1	4/8/2005	125608	6/30/2009	ISSUED
SG	200903507-2	4/8/2005			PUBLISHED
SI	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
SK	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
TR	EP 05735068.8	4/8/2005	1,735,345	6/17/2009	ISSUED
US	60/560,453	4/8/2004			EXPIRED
US	11/101,983	4/8/2005	7,674,768	3/9/2010	ISSUED
US	12/604,600	10/23/2009			PUBLISHED
WO	PCT/US2005/011873	4/8/2005			NAT PHASE